

**GUARANTY AGREEMENT FOR CORPORATE GUARANTOR****(Applicable to One Government Contract)**

\_\_\_\_\_, a corporation organized under the laws of the State of \_\_\_\_\_  
 (Insert Offeror's Name)  
 \_\_\_\_\_, having its principal place of business at \_\_\_\_\_ in the City and State of \_\_\_\_\_  
 \_\_\_\_\_, hereinafter called the Offeror is under consideration by the United States of America  
 ( \_\_\_\_\_ ) hereinafter called the Government, for the award of a certain contract,  
 (Insert Department)  
 \_\_\_\_\_ (IFB, RFP or RFQ) hereinafter referred to as such contract. Such contract will call for the  
 furnishing of approximately \_\_\_\_\_  
 (Insert Quantity and General Description of Supplies or Services to be Procured)  
 for the contract price of approximately \$ \_\_\_\_\_. The Government is willing to award such contract to  
 \_\_\_\_\_ only upon condition that \_\_\_\_\_  
 (Insert Offeror's Name)  
 \_\_\_\_\_, for itself, its successor's and assigns, hereinafter referred to as  
 (Insert Guarantor's Name, Description and Address)  
 the Guarantor, will, in the event such contract is awarded by the Government to the Offeror, guarantee absolutely to the Government the full, complete and faithful performance of the Offeror of such contract according to the terms and conditions thereof and at the time and in the manner provided therein.

In consideration of the award of such contract to the offeror the undersigned Guarantor agrees as follows:

1. *Guaranty.* The Guarantor absolutely guarantees the full, complete and faithful performance by the Offeror of such contract, as such contract may be from time to time amended as authorized by its terms, according to the terms and conditions of such contract as so amended, and at the time and in the manner provided therein. The Guarantor agrees to provide the Offeror all necessary and required resources including financing, which are necessary to assure the full, complete and satisfactory performance of such contract.

2. *Extension of Time of Performance.* Any extension of the time of performance so such contract as so amended shall not release the undersigned Guarantor from liability hereon.

3. *Assignment.* This instrument shall bind the undersigned Guarantor, its successor's and assigns. If any person, firm, corporation or entity other than \_\_\_\_\_ becomes obligated to perform the contract  
 (Insert Offeror's Name)  
 or any part thereof, whether by operation or law or otherwise, any and all rights of the Government against the Guarantor shall remain in full force.

4. *Default.* In the event of termination for default under the terms of such contract, or in the event of failure, insolvency, default, bankruptcy, arrangement, appointment of receiver for \_\_\_\_\_  
 (Insert Offeror's Name)

\_\_\_\_\_ or other liquidation of the Offeror, the Guaranty herein shall become absolute.

5. *Waiver of Notice.* The Guarantor waives notice of default on the part of the Offeror and agrees that its Guaranty shall become absolute without necessity for the giving of such notice.

6. *Continuation of Guaranty.* The Guaranty herein shall continue until full, complete and faithful performance of such contract as it may be from time to time amended as authorized by its terms.

7. *Default Liability.* In addition to all other guarantees contained in this agreement, in the event that the Government terminates such contract for default and awards the uncompleted portion of such contract to another source at a fair and reasonable price, the Guarantor shall be liable for any excess costs incurred by the Government as a result of such reprocurement and for

the repayment of any unrecouped Partial Payments, Progress Payments or Advanced Payments paid to the Offeror by the Government. In addition, the Guarantor shall be liable for all costs and expenses paid or incurred by the Government in enforcing this Guaranty. The Contracting Officer representing the Government in connection with such contract shall determine the total costs and expenses, if any, incurred by the Government.

8. *Enforcement.* This Guaranty Agreement shall inure to the benefit of and may be enforced by the Government.

9. *Construction.* Nothing in this Guaranty Agreement shall be construed to obligate the Government to award any contract to \_\_\_\_\_  
(Insert Offeror's Name)

Executed the \_\_\_\_\_ day of \_\_\_\_\_ 19\_\_\_\_\_.

Two Witnesses:

_____	_____
	(Guarantor)
_____	BY _____
	_____
	(Title)
	_____
	(Business Address)

I, \_\_\_\_\_, certify that I am the \_\_\_\_\_  
Secretary of the Corporation named as Guarantor herein; that \_\_\_\_\_ who signed  
this Agreement on behalf of the Guarantor, was then \_\_\_\_\_ of said Corporation;  
that said Agreement was duly signed for and in behalf of said corporation by authority of its governing body, and is within the  
scope of its corporate powers.

\_\_\_\_\_ Corporate  
Secretary Seal

Receipt of a copy of the above Guaranty Agreement is acknowledged.

THE UNITED STATES OF AMERICA

CONTRACTING OFFICER ADDRESS: \_\_\_\_\_ BY \_\_\_\_\_  
\_\_\_\_\_  
(Contracting Officer)